

MIED ProSe 1 (Rev 5/16) Complaint for a Civil Case

**ORIGINAL**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

David Michael Powell

*(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)*

**v.**

Argosy University, Dream Center Education Holdings LLC., Dottore Companies LLC., U.S. Department of Education

*(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)*

Case: 2:19-cv-11194

Judge: Lawson, David M.

MJ: Majzoub, Mona K.

Filed: 04-25-2019

IFP David Michael Powell v. Argosy University, et al (dw)

Jury Trial: ☒ Yes ☐ No  
(check one)

**Complaint for a Civil Case**

**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	David Michael Powell
Street Address	3377 Ellis Park Drive
City and County	Burton
State and Zip Code	Michigan 48519
Telephone Number	(810)-814-2055
E-mail Address	davidpowellcfsfa@gmail.com

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	Argosy University
Job or Title (if known)	
Street Address	601 South Lewis Street
City and County	Orange
State and Zip Code	California 92868
Telephone Number	1-866-848-0776
E-mail Address (if known)	materialreview@argosy.edu

Defendant No. 2

Name	Dream Center Education Holdings
Job or Title (if known)	
Street Address	1400 Penn Avenue
City and County	Pittsburgh
State and Zip Code	Pennsylvania 15222
Telephone Number	714-667-7667
E-mail Address (if known)	

## Defendant No. 3

Name	<u>Dottore Companies LLC</u>
Job or Title (if known)	<u></u>
Street Address	<u>2344 Canal Rd.</u>
City and County	<u>Cleveland</u>
State and Zip Code	<u>Ohio 44113</u>
Telephone Number	<u>216-771-0727</u>
E-mail Address (if known)	<u>info@dottoreo.com</u>

## Defendant No. 4

Name	<u>U.S. Department of Education</u>
Job or Title (if known)	<u></u>
Street Address	<u>400 Maryland Avenue SW</u>
City and County	<u>Washington</u>
State and Zip Code	<u>D.C. 20202</u>
Telephone Number	<u>800-872-5327</u>
E-mail Address (if known)	<u></u>

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

code 110, 160, 152, 190, 195, 360, 448, 450, The Revised Model of Business Act  
48 CFR 31.303 a, b 48 CFR 1.101 48 CFR 4 Subpart 4.5, 4.6, 4.8, 4.18  
48 CFR 31.302 48 CFR 1.105  
48 CFR 31.301 48 CFR 3 Subpart 3.5, 3.7, 3.8, 3.10, 3.112, CFR Part 200

**B. If the Basis for Jurisdiction Is Diversity of Citizenship**

1. The Plaintiff(s)

- a. If the plaintiff is an individual  
The plaintiff, (name) \_\_\_\_\_,  
is a citizen of the State of (name) \_\_\_\_\_.
- b. If the plaintiff is a corporation  
The plaintiff, (name) \_\_\_\_\_,  
is incorporated under the laws of the State of (name) \_\_\_\_\_,  
and has its principal place of business in the  
State of (name) \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

2. The Defendant(s)

- a. If the defendant is an individual  
The defendant, (name) \_\_\_\_\_, is a citizen of the  
State of (name) \_\_\_\_\_. Or is a citizen of (foreign  
nation) \_\_\_\_\_.
- b. If the defendant is a corporation  
The defendant, (name) \_\_\_\_\_, is incorporated  
under the laws of the State of (name) \_\_\_\_\_, and  
has its principal place of business in the State of (name) \_\_\_\_\_.  
Or is incorporated under the laws of  
(foreign nation) \_\_\_\_\_, and has its principal place  
of business in (name) \_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

## 3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (*explain*):

**III. Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

On March 8th, 2019 under the notice of March 6th, 2019 students were informed by Argosy University Online that all colleges were closing. The announcement of receivership was also stated that Dottore Companies LLC. was acting on behalf of Dream Center Education Holding LLC. The reason for the closure was loss of Title 4 funding from the Federal Government which was not found out until the latter had been investigating practices of Dream Center Educational Holdings and Argosy University. During this time I David M. Powell being a 3rd-year Doctoral student were not correctly informed of continued higher educational continuations practices which were to this day unresolved. In research, there were findings that the Federal government placed receiver Dottore LLC to address the over 30, million dollars in discrepancies to keep Argosy open and failed. We were notified by emails with no awareness of the internal issues of Argosy University. On December 5, 2019, was the first time I felt uneasy about the financial aide. I look back now and assume that each party knew the potential of the collapse of Dream Center Holdings LLC, which cost over 17,000 students their education.

Within the assumption of Education Management Corporation's sale to Dream Center Education Holding LLC. Many questions were arising from 10/2016 to final entrance of practice of transfer to Dream Center Education Holding LLC. My educational programs and areas of applied application to programs were changed or discontinued payments made but never refunded to the Students account. The practicum looks at the diversity of loan history with the Department of Education where there were complaints made on or before and after the merger of Argosy to DCEH LLC. These complaints are as followed: On 09/10/2013 loan amount, 04/24/2015 billing, 07/21/2016 loan complaints, 10/11/2016 loan issue, 04/20/17, 07/06/2017 compliance of school, 10/10/2017 failure to disperse, 02/12/2018 irregularity of funds, 06/28/2018 wrong loan, 09/05/2018 paperwork, 11/07/2018 Disbursements, 12/05/2018, 12/07,13,20,21,27/2018, 01/3,8,10,13,18,19,23,24,25/2019, 02/1-18/2019, 03/07-30/2019

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In this, there were several concerning issues that reports were made on my behalf via phone calls and e-mails through the Department of Education, Argosy University Financial Aid Department, and Dottore, Mark receiver did on my behalf from the chancellor of students and the financial aid management team. The issue here is between the 2016-2019 I never spoke to the same officer of financial assistance at Argosy and had 27 financial aid counselors.

During the closure of the school which was doing business through the internet in the State of Michigan, there was that of the seeking of information. First Argosy University did not cancel loans so that they could be reissued for 2018/19 school year until 04/10/2019 after there were complaints made again with the federal government. The other was within the area of contract there is the student was left out of good faith practices and failure to notify students of methods.

On April 8th I was excepted at a new college which did not accept all my credits and will cost additional funding. To this date, there is no information regarding who, what, where, or why. The field change of my Doctorate and time spent found out that all parties up to the Secretary of Education were aware of this matter.

**IV. Relief**

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

1) education payment 300,000.00

Educational contract and financial aide to finish college and clear debt

2) research lost 60,000.00

writing a new dissertation and cost PhD.

3) Editor lost 20,000.00

Professional Editor for re-writes

4) Lost wages 50,000.00 personal x2 100,000.00

Time taken away from work and my private business cost me and my family

5) Professional Career Advancement 200,000.00 yearly x 5 years= 1,000,000.00

6) Mental Health 12,000.00 x 2= 24000.00

7) Physical Health 12,000.00

8) Phone 2,000.00

9) Transportation lost 8,000.00 x 2= 16,000.00

10) Publishing loss 25,000.00 x 2= 50,000.00

11) Fees and Services 351,000.00

Total Damage claim 2,356,312.50

**V. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: April 25, 2019

Signature of Plaintiff

Printed Name of Plaintiff

DAVID MICHAEL POWELL



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**Additional Information:**



STATE OF MICHIGAN

DEPARTMENT OF ATTORNEY GENERAL

michigan.gov

State of Michigan

Official Website

Michigan.gov Home

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## Thank you for your Complaint / Inquiry

**Your complaint has been successfully submitted. Please print and/or save this confirmation for your records.**

The Attorney General's Consumer Protection Division has received and will be reviewing your correspondence. Please retain this confirmation as it includes the Attorney General number assigned to your correspondence. If your correspondence involves a consumer complaint, the Attorney General's office will likely contact the company on your behalf and provide you with a copy of the response we receive. If your correspondence involves a question or a request for information, we will respond to your inquiry as soon as possible.

The Attorney General's office helps thousands of consumers each year. We want to help you resolve your complaint to your satisfaction. Because of the enormous volume of complaints we receive, however, the Attorney General's office cannot file lawsuits on behalf of individual consumers. Rather, the Attorney General will sue a company only when the general public interest is involved or in certain cases involving a large number of consumers. Accordingly, if you feel that a lawsuit may be necessary in your case, you may wish to file a complaint in Small Claims Court or hire your own attorney.

If your correspondence is just to give us information and you indicated that you do not need us to respond, thank you. The material you provided will remain part of our public database. You will not hear from us again unless we have questions.

If you need to supply additional information and/or documents, please include in the subject line the following **Complaint Identification Number: 2019-cp04102325552-A**

- Email: [cp\\_ocs@michigan.gov](mailto:cp_ocs@michigan.gov)
- Fax: (517) 241-3771
- Mail: P.O. Box 30213, Lansing, MI 48909

Sincerely yours,  
Consumer Protection Division  
(877) 765-8388  
(517) 373-1140

Web Complaint Number: 2019-cp04102325552-A

Submitted: 4/10/2019 11:25:34 PM

## Consumer Information

Your Last Name: Powell  
Your Street Address: 3377 Ellis Park Drive  
Your State: MI  
Your County: Genesee  
Your Home Phone: 8108142055  
Fax Number:

First Name: David  
City: Burton  
Zip Code: 48519

M.I.: M

Your Work Phone:  
E-mail Address: davidpowellcfsfa@gmail.com

Ext.:

Are you a veteran or active-duty service member? ☐ Yes ☒ No

## Primary Company Or Person Your Complaint Is About

Company or Person? Company  
Complainee Last Name:  
Company Name: Argosy University  
Street Address: 1400 Penn Avenue  
State: PA  
County: Outside Michigan  
Fax Number:  
Web Site Address: argosyuniversityonline.edu  
Special Jurisdiction: (none)

Complainee First Name:

City: Pittsburgh  
Zip Code: 15222  
Phone:  
E-mail Address:  
Product Offered:

## Secondary Company Or Person Your Complaint Is About

Company or Person? Company  
Complainee Last Name:

Complainee First Name:



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Fax Number:

First Name: David  
City: Burton  
Zip Code: 48519

M.I.: M

Your Work Phone:  
E-mail Address: davidpowellcfsfa@gmail.com

Ext.:

Are you a veteran or active-duty service member? ☒ Yes ☐ No

## Primary Company Or Person Your Complaint Is About

Company or Person? Company

Complainees Last Name:

Company Name: Argosy University  
Street Address: 1400 Penn Avenue  
State: PA  
County: Outside Michigan  
Fax Number:

Web Site Address: argosyuniversityonline.edu  
Special Jurisdiction: (none)

Complainees First Name:

City: Pittsburgh  
Zip Code: 15222  
Phone:  
E-mail Address:  
Product Offered:

## Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainees Last Name:

Complainees First Name:



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M.I.: M

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Ext.:

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Company Name: Argosy University  
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Fax Number:  
Web Site Address: argosyuniversityonline.edu  
Special Jurisdiction: (none)

Complainee First Name:

City: Pittsburgh  
Zip Code: 15222  
Phone:  
E-mail Address:  
Product Offered:

## Secondary Company Or Person Your Complaint Is About

Company or Person? Company  
Complainee Last Name:

Complainee First Name:

Company Name: Dream Center Education Holdings, LLC,  
 Street Address: 1400 Penn Avenue  
 State: PA  
 County:  
 Fax Number:  
 Web Site Address:

City: Pittsburgh  
 Zip Code: 15222  
 Phone: 7142677667  
 E-mail Address:

## Motor Vehicle Warranty Complaint Information

If your complaint involves motor vehicle manufacturer warranties or non-dealer service contracts, please fill out this section. Most other auto-related complaints, including dealer complaints and complaints concerning automotive repairs and repair facilities, must be filed with the Department of State's Bureau of Automotive Regulation: 1-800-292-4204

Vehicle Make, Model, and Year:  
 Vehicle VIN No.:

## Complaint Information

Incident Date: 03/08/2019

Incident Time: 4:00:00 PM

Incident Location: Online

Approximate Monetary Value: 175000

Did you sign a contract? ☒ Yes ☐ No

Where did you sign this contract? Educational Contract  
 Online

Is a court action pending? ☐ Yes ☒ No

Do you have an attorney representing you on this matter? ☐ Yes ☒ No

Are you willing to testify in court regarding this complaint? ☐ Yes ☒ No

Did you complain directly to the business? ☐ Yes ☒ No

If so, who? Argosy University

What was the response from the business? Nothing

If no complaint was given to the business directly, why? The college closed for  
 illegal use of federal  
 money

Was this complaint filed with any other agencies? ☐ Yes ☒ No

If so, who? Department of Higher  
 learning Arizona

If so, please provide more  
 information in the Complaint  
 Detail/Inquiry Information section  
 below.

Do you think you were targeted for unfair treatment due to your status as a veteran  
 or active-duty servicemember? ☐ Yes ☒ No

## Complaint Detail/Inquiry Information

Describe your problem, what attempts you have made to correct it, and how you would like to have the problem resolved. You have approximately 8-10 typed pages and you may paste text from word processing documents.

On March 8 2019 I with thousands of other students were informed that Argosy University would close. This was without notice or expected. The school Argosy University Online closed due to the wrongful use of educational federal loan's grants, and subsidies. This was for the misuse of college federal aide. On this date was of issue no exit stage made for viable transfer of myself a third year Doctoral student to go without assuming more debt but also with no completion of degree while in the dissertation phase of the Doctoral program. I have tried to attend other colleges and have been accepted but there are still financial aide issue unresolved from Argosy University. On August 8th 2018 was the second presentation of issue with financial Grad Plus loan that had been certified on my behalf from Argosy totaling to date 44000.00 dollars. The issue here is the breach of contract which was signed back in 2015 upon acceptance to the Doctoral program. I was a participating student who had received my BA, MA, and in my third year of my Doctoral program at the IRB phase. In this I was also insured that my subsidized loan and unsubsidized would cover all expenses till research was started. I participated in 100% of all accredited classes and carried a 3.59 G.P.A. On November 5 2018 was the first issue when student grad plus loans were being watched by myself and started to notice irregularities. I presented many questions and never any direct answers or was redirected to other individuals within the University. On December 28 2018 is when my guidance counselor was dismissed and also my financial aide counselor. This put up several red flags but again there were explanations which were blamed on government shut down. In February 18th 2019 I was notified that there was trouble with funding and one week latter the Chancellor was terminated. This became even more relevant when the class was being ran by no one since they fired my research chair one in a half weeks prior to completion of the class attending on March 6th 2019. Within this date the facts are simple I attended a online educational program that had been purchased by Dream Center Education Holdings LLC in 2017 in Michigan at my home at 3377 Ellis Park Drive Burton, MI 48519 for 8 years at Argosy University Online of Phoenix Arizona. I have tried 196 times to contact Argosy University through the skeleton crew still working to no luck for resolving issue. DCEH llc 236 times was called with no resolve. Emails were sent with no return. I have also contacted the Federal Attorneys generals office, the department of education, Arizona's Department of Higher learning Private and Post Secondary Schools. Arizona's Attorney General office and was reverted back to call Michigan's Attorneys Generals office. Issues 1) Breach of Contractual law 2) misappropriations of funds Federal 3) improper dismissal of educational services 4) lost wages per degree expectations 5) FCC regulations of proper notification regarding e-commerce 6) Corporation failure to provide fair and just services 7) Mental Stress and issues 8) misappropriations of loans regarding David M. Powell 9) Educational exit plan without sustainability or pakeaging 10) illegally moving location of school without notice to state and students regarding online programs

Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number,



Company Name: Dream Center Education Holdings, LLC,  
 Street Address: 1400 Penn Avenue  
 State: PA  
 County:  
 Fax Number:  
 Web Site Address:

City: Pittsburgh  
 Zip Code: 15222  
 Phone: 7142677667  
 E-mail Address:

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## Complaint Detail/Inquiry Information

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On March 8 2019 I with thousands of other students were informed that Argosy University would close. This was without notice or expected. The school Argosy University Online closed due to the wrongful use of educational federal loan's grants, and subsidies. This was for the misuse of college federal aid. On this date was of issue no exit stage made for viable transfer of myself a third year Doctoral student to go without assuming more debt but also with no completion of degree while in the dissertation phase of the Doctoral program. I have tried to attend other colleges and have been accepted but there are still financial aid issue unresolved from Argosy University. On August 8th 2018 was the second presentation of issue with financial Grad Plus loan that had been certified on my behalf from Argosy totaling to date 44000.00 dollars. The issue here is the breach of contract which was signed back in 2015 upon acceptance to the Doctoral program. I was a participating student who had received my BA, MA, and in my third year of my Doctoral program at the IRB phase. In this I was also insured that my subsidized loan and unsubsidized would cover all expenses till research was started. I participated in 100% of all accredited classes and carried a 3.59 G.P.A. On November 5 2018 was the first issue when student grad plus loans were being watched by myself and started to notice irregularities. I presented many questions and never any direct answers or was redirected to other individuals within the University. On December 28 2018 is when my guidance counselor was dismissed and also my financial aid counselor. This put up several red flags but again there were explanations which were blamed on government shut down. In February 18th 2019 I was notified that there was trouble with funding and one week latter the Chancellor was terminated. This became even more relevant when the class was being ran by no one since they fired my research chair one in a half weeks prior to completion of the class attending on March 6th 2019. Within this date the facts are simple I attended a online educational program that had been purchased by Dream Center Education Holdings LLC in 2017 in Michigan at my home at 3377 Ellis Park Drive Burton, MI 48519 for 8 years at Argosy University Online of Phoenix Arizona. I have tried 196 times to contact Argosy University through the skeleton crew still working to no luck for resolving issue. DCEH llc 236 times was called with no resolve. Emails were sent with no return. I have also contacted the Federal Attorneys generals office, the department of education, Arizona's Department of Higher learning Private and Post Secondary Schools. Arizona's Attorney General office and was reverted back to call Michigan's Attorneys Generals office. Issues 1) Breach of Contractual law 2) misappropriations of funds Federal 3) improper dismissal of educational services 4) lost wages per degree expectations 5) FCC regulations of proper notification regarding e-commerce 6) Corporation failure to provide fair and just services 7) Mental Stress and issues 8) misappropriations of loans regarding David M. Powell 9) Educational exit plan without sustainability or pakeaging 10) illegally moving location of school without notice to state and students regarding online programs

☐ Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number,

Company Name: Dream Center Education Holdings, LLC,  
 Street Address: 1400 Penn Avenue  
 State: PA  
 County:  
 Fax Number:  
 Web Site Address:

City: Pittsburgh  
 Zip Code: 15222  
 Phone: 7142677667  
 E-mail Address:

## Motor Vehicle Warranty Complaint Information

If your complaint involves motor vehicle manufacturer warranties or non-dealer service contracts, please fill out this section. Most other auto-related complaints, including dealer complaints and complaints concerning automotive repairs and repair facilities, must be filed with the Department of State's Bureau of Automotive Regulation: 1-800-292-4204

Vehicle Make, Model, and Year:  
 Vehicle VIN No.:

## Complaint Information

Incident Date: 03/08/2019

Incident Time: 4:00:00 PM

Incident Location: Online

Approximate Monetary Value: 175000

Did you sign a contract? ☒ Yes ☐ No

Where did you sign this contract? ☒ Educational Contract  
☐ Online

Is a court action pending? ☐ Yes ☒ No

Do you have an attorney representing you on this matter? ☐ Yes ☒ No

Are you willing to testify in court regarding this complaint? ☒ Yes ☐ No

Did you complain directly to the business? ☒ Yes ☐ No

If so, who? Argosy University

What was the response from the business? Nothing

If no complaint was given to the business directly, why? ☒ The college closed for  
☐ illegal use of federal money

Was this complaint filed with any other agencies? ☒ Yes ☐ No

If so, who? Department of Higher learning Arizona

Do you think you were targeted for unfair treatment due to your status as a veteran or active-duty servicemember? ☐ Yes ☒ No

If so, please provide more information in the Complaint Detail/Inquiry Information section below.

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to which you may send documents.

- ☐ Check if this referral is just to give us information and you do not need us to respond to you directly.
- ☐ Check if you want to sign up for the Consumer Protection Listserv.
- ☒ Check if you want to sign up for the AG Press Release Listserv.
- ☒ Check if you want to sign up for the Attorney General Opinions Listserv.

☒ I certify that the information on this form is true and accurate to the best of my knowledge.

☒ I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

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*Arizona State Board for Private Postsecondary Education*

**Closed School Student Record Request Form**

Parchment.com is the primary Custodian of Records for the following schools.

**Do Not Send Physical Requests.**

Brown Mackie College (Chaparral College);  
Anthem College- (The Bryman School, High-  
Tech Institute)  
Everest College (Academy of Business)  
Collins College

Le Cordon Bleu – Scottsdale  
Tucson College  
ITT (2001- Closure)  
ITT (1994-2001)

Student Name \_\_\_\_\_ Date: \_\_\_\_\_

Correct Name of Closed School\*: \_\_\_\_\_

Name of Program Enrolled (No Acronyms): \_\_\_\_\_

Month/Year of Enrollment/Graduation Date: \_\_\_\_\_ Campus Location (City in AZ): \_\_\_\_\_

Name (printed legibly) that Student used while Attending the closed school: \_\_\_\_\_

Last 4 of students SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone# \_\_\_\_\_

Have you requested records from AZPPSE previously? Yes ☐ No ☐ When? \_\_\_\_\_

Email address: \_\_\_\_\_

All records sent to a student directly will be e-mailed. If a physical copy is needed please expect an E-mail or call to discuss the request. Always include your e-mail.

Please select the Purpose of your request:

Personal Files ☐ /Testing ☐ /Licensing ☐ /Furthering Education ☐ /Employer-Employment ☐ Other: \_\_\_\_\_

**Official Transcripts:**

Official Transcript to be sent to:

Institution/Company: \_\_\_\_\_

Attention to: \_\_\_\_\_

Address: \_\_\_\_\_

Secured E-mail to receive official transcripts: \_\_\_\_\_

Secured E-mail must be verified with the receiving entity to ensure documents are accepted electronically.  
Not verifying the required means of receipt will delay the time the records will be received by the receiving entity.

Student's signature (this authorizes the release of confidential information.) \_\_\_\_\_

**INFORMATION FOR ALL REQUESTS**

Processing Fee: Complete this form and return it via mail with a non-refundable \$10.00 Money Order or Cashier's Check (Student requests) made out to AZPPSE to the address below. We do not accept Personal Checks.

3rd Party Requests: Submit a copy of the student release form authorizing the 3<sup>rd</sup> party to obtain the requested information. The request must be accompanied with a non-refundable \$10.00 Company Check (3<sup>rd</sup> Party requests Only) or Money Order made out to AZPPSE and mailed to address below

**AZPPSE, 1740 W ADAMS ST., SUITE 3008, PHOENIX, ARIZONA 85007**

Processing Time and No Guarantee: Please be advised that the processing time can range from one to six weeks. The State Board cannot guarantee that a student record can be found for every student. All requests will receive a response with results of request should proper contact information be provided.

**Follow-up or update requests please e-mail Rachel.Kierce@azppse.gov**

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

DIGITAL MEDIA SOLUTIONS, LLC,	)	CASE NO. 1:19-cv-145
	)	
PLAINTIFF,	)	JUDGE DAN AARON POLSTER
	)	
V.	)	
	)	
SOUTH UNIVERSITY OF OHIO, LLC, <i>et</i>	)	
<i>al.</i> ,	)	
	)	
DEFENDANTS.	)	

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ORDER APPOINTING RECEIVER

---

This cause coming to be heard on the Emergency Motion for Appointment of Receiver *Ex Parte* (the “**Motion**”) filed by Plaintiff Digital Media Solutions, LLC (“DMS”).

The Court hereby finds that:

1. This Court has subject matter jurisdiction under U.S. CONST. art. III, § 2 and 28 U.S.C. § 1332. This Court exercises diversity because the parties are of complete diverse citizenship and the amount in controversy is in excess of \$75,000. The Court has ancillary jurisdiction of the request to appoint a receiver and for an injunction, because such relief is substantially related to the claims of the Plaintiff. See, *U.S. Bank Nat’l Assoc. v. Nesbitt Bellevue Props.*, 866 F.Supp.2d 247, 255 (S.D.N.Y. 2012) (appointing a receiver while exercising diversity subject matter jurisdiction as an ancillary remedy to protect the value of properties located in six states). Venue is proper in this Court under 28 U.S.C. § 1391(e)(1)(B) because a substantial part of the events giving rise to this action took place in this judicial district and a substantial part of the property that is the subject of the action is situated in this judicial district.

South Ohio currently employs approximately many Ohio residents and their Ohio institution has enrolled over 50 active students; and

2. Defendants South University of Ohio, LLC (“**South Ohio**”) and Dream Center Educational Holdings LLC (“**DCEH**”) (collectively, “**Defendants**”) are indebted to Plaintiff for a sum in excess of \$250,000; and

3. Defendants are also indebted to other secured, trade, and unsecured creditors for a sum in excess of \$100,000,000; and

4. Federal courts typically consider the following factors when determining whether to appoint a receiver: (1) the probability that fraudulent conduct has occurred or will occur to frustrate that claim; (2) imminent danger that property will be concealed, lost, or diminished in value; (3) inadequacy of legal remedies; (4) lack of a less drastic equitable remedy; and (5) likelihood that appointing a receiver will do more good than harm. See, *Consolidated Rail Corp. v. Fore River Ry.* 861 F.2d 322, 326-327 (1<sup>st</sup> Cir. 1988); *Mintzer v. Arthur Wright & Co.*, 263 F.2d 823, 826 (3d Cir. 1959); *Bookout v. Atlas Fin. Corp.*, 395 F. Supp. 1338, 1342 (N.D. Ga 1974), *aff’d* 514 F.2d 757 (5<sup>th</sup> Cir. 1975); and

5. Based on an analysis of these factors, the Court finds that a receiver should be appointed because both the Plaintiff and the Defendants have demonstrated that (i) there is a significant sum due Plaintiff and other creditors; (ii) that there is imminent danger of damage to the stakeholders of the Defendants, which include the students that are enrolled in the Defendants’ educational institutions (whether owned directly or through a limited liability company ownership interest) (the “**Institutions**”); (iii) the Plaintiffs’ other legal remedies are not adequate to protect their interests and the interests of other stakeholders, including the interests of the students; (iv) a receiver will protect the interests of the Secured Lenders, the students, the

Department of Education, the accrediting agencies and the other stakeholders; (v) there is no other adequate remedy available to the Plaintiffs and the Defendants because a bankruptcy filing is not reasonable or practical in the circumstances; and (vi) the appointment of a receiver is appropriate and necessary to preserve, manage and dispose of the assets in accordance with the Credit Documents and to prevent waste; and

6. Mark E. Dottore is (i) a resident of Ohio; (ii) a disinterested person; and (iii) an experienced and qualified receiver.

Accordingly, after due consideration and for good cause shown, pursuant to Rule 65 and Rule 66 of the Federal Rules of Civil Procedure, said Motion is hereby GRANTED.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. Mark E. Dottore (the “Receiver”), whose business address is 2344 Canal Road, Cleveland, Ohio 44113, is hereby appointed the federal equity receiver, custodian and Liquidator for South University of Ohio LLC, Dream Center Education Holdings LLC, The DC Art Institute of Raleigh-Durham LLC, The DC Art Institute of Charlotte LLC, DC Art Institute of Charleston LLC, DC Art Institute of Washington LLC, The Art Institute of Tennessee – Nashville LLC, AiTN Restaurant LLC, The Art Institute of Colorado LLC, DC Art Institute of Phoenix LLC, The Art Institute of Portland LLC, The Art Institute of Seattle LLC, The Art Institute of Pittsburgh, DC LLC, The Art Institute of Philadelphia, DC, LLC, DC Art Institute of Fort Lauderdale LLC, The Illinois Institute of Art LLC, The Art Institute of Michigan LLC, The Illinois Institute of Art at Schaumburg LLC, DC Art Institute of Phoenix, LLC and its direct subsidiaries the Art Institute of Las Vegas LLC, the Art Institute of Indianapolis, LLC, and AiN Restaurant LLC; Dream Center Argosy University of California LLC and its direct subsidiaries,



Argosy Education Group LLC and AU Student Funding, LLC; Dream Center Education Management LLC; and, South University of Michigan LLC (the “**Receivership Entities**”), effective upon the Receiver’s posting of the bond as required below and taking the oath required by law. The Receiver is hereby authorized to take possession and control of all of the real and personal property arising out of, or pertaining to the Receivership Entities, including but not limited to, any and all cash and cash deposits, receivables and accounts receivable, obligations or commitments owed by any person or entity, including the United States Department of Education, equipment, furniture, fixtures and deposit accounts held by third parties, the general intangibles, any real property (the “**Real Property**”), any and all tax attributes, and all other assets of whatever kind or nature belonging to the Receivership Entities and the Receiver shall have all authority and power of a receiver under 28 U.S.C. §§ 754, 959 and 1692, Rule 66 of the Federal Rules of Civil Procedure and Rule 66.1(d) of the Local Rules for the United States District Court for the Northern District of Ohio, this Court’s inherent powers, and Ohio laws where applicable (the “**Receivership Authorities**”), and as ordered further by this Court. (Hereinafter, all of the assets described in this paragraph shall be referred to as the “**Receivership Property**”).

2. The Receiver shall take immediate possession, control, management, operation and charge of the Receivership Entities and its Receivership Property and maintain all such entities and property in a Receivership Estate. This Court hereby vests the Receiver with authority and jurisdiction over the Receivership Estate and the Receivership Property to the maximum extent permitted by the Receivership Authorities, and hereby empowers and permits the Receiver to take any and all actions necessary and proper to carry out the express provisions of this Order, including but not limited to the following powers and duties:

a. The Receiver shall take immediate possession, control, management and charge of the Receivership Entities' accounting books and records of whatever nature and wherever located, in the possession of the Receivership Entities or any other person or Entities, including all information regarding the assets, liabilities, equity, income and expenses of the Receivership Entities. The Receiver shall take immediate possession, control, management and charge of all of the Receivership Entities's financial statements, ledgers and journals, balance sheets, trial balances, statements of cash flows, income statements, statements of retained earnings, accounting journals and books of original entry, including but not to (i) accounts receivable agings, rent rolls, and any other documentation which indicate the amounts owing from lessees and other debtors of the Receivership Entities on accounts receivable and from whom such amounts are or were owing and when any amounts were collected and deposited; (ii) fixed asset ledgers, schedules, records, documentation and/or appraisals of the Receivership Entities's equipment, motor vehicles, boats and their engines, accessories, furniture inventory, furnishings, and supplies; (iii) inventory listings or other detail; (iv) all information and documentation which relates or pertains to any checking, saving, banking and money management accounts of any kind or nature belonging to the Receivership Entities, or into which any proceeds of the collection or sale of any asset of the Property have been deposited; (v) all accounts payable documentation and information and all correspondence or written documents regarding negotiations with current accounts or proposed accounts; (vi) all information of whatever type or nature, regarding the payroll and benefits of the employees of the Receivership Entities, including wage or salary information, medical insurance information, child support payments or other employee deductions withheld or to be withheld, and all information regarding withholding taxes whether federal, state, or local and any information regarding any and all of the employer matching obligations or the employer payroll tax obligations; (vii) all information and documentation of any asset transfers by the Receivership Entities any time in the past; (viii) all information and documentation regarding the federal, state and local tax liabilities and tax attributes of the Receivership Entities, including any and all federal, state and local tax returns filed or unfiled, and any documents generated during the planning of any construction project, including the Real Property, and the preparation and filing of tax returns for the Receivership Entities; (ix) all contracts and leases pertaining to the Property and/or to which Receivership Entities are a party; (x) all information and documentation of any other financial transaction or interest in and any asset of the Receivership Entities which may be necessary or pertinent to the Receiver's operation and management of the Receivership Entities's assets; and (xi) any documentation that relates or pertains to the Receivership Entities and is kept in the ordinary course of their business in connection with the

record-keeping or accounting. The information described in this subparagraph shall hereinafter be referred to as the “**Books and Records.**”

b. The Receiver shall take immediate possession, control, management and charge of the Property, including all assets and property appertaining thereto consisting of all personal property, real property (including leasehold interests), all cash or cash equivalents including, but not limited to, rights, title and interest in and to all bank accounts, all accounts and notes receivable, all inventory of any type or nature, all furniture, fixtures, equipment, computers (hardware and software), and all general intangibles, including, but not limited to, all licenses and liquor licenses applied for, owned or utilized by the Receivership Entities, rights in leases, rights to proceeds from any insurance or sales of equipment or other asset, all choses in action and causes of action, including avoidance actions for transfers of any of the assets of the Receivership Entities for less than equivalent value against the transferees of those assets, and any other asset or interest owned by the Receivership Entities or in which the Receivership Entities asserts an interest which has any value which pertains to the Property, and the Books and Records and the Property are hereby placed in custodia legis and are subject to the exclusive jurisdiction of this Court. Receiver shall not be charged with the responsibility to take possession of any real estate or other assets which had or have existing hazardous or toxic contamination nor shall the Receiver be required to take possession of any hazardous or toxic materials owned or used by the Receivership Entities. Should the Receiver elect to take possession of, or exercise his dominion and control over, any real estate, hazardous or toxic materials, pollutants or contaminants, he shall do so in his capacity as Receiver for the Property.

c. The Receiver shall have the authority to operate and manage the Receivership Entities and the Property as he deems prudent in his sole discretion throughout the litigation, subject to further order of this Court. The Receiver shall preserve and care for any and all of the Property and utilize any and all of the Property to preserve and maximize the value of the Property.

d. The Receiver shall secure the business premises, business equipment, data and documents; take control of all means of communication with students, investors, secured and unsecured lenders, landlords, vendors, agents and others doing business with the Receivership Entities (the “**Business**”). The Receiver shall have the authority to communicate and negotiate with and enter into agreements with the Department of Education regarding the “teach-out” or any other

issue. The Receiver shall have the authority to take all reasonable and necessary steps to wind-down and liquidate the business operations.

e. The Receiver shall have the authority, responsibility and duty to review the participation of the directors, officers or managers of any entity whose stock shares or membership interest he holds and based upon his business judgment, to remove any director, officer or manager and nominate and elect any replacement director, officer or manager. However, the Receiver shall not remove any officer or director without seeking and obtaining leave of Court. The Receiver is hereby authorized to take any action, execute any document and do those things necessary to transfer a stock interest to himself, or accept admission as a member of any limited liability entity.

f. The Receiver shall succeed to management of each of the Receivership Entities, to be the sole and exclusive managing member, representative, custodian, and, its Liquidator, as that term is described in each entity's Operating Agreement, with the sole and exclusive power and authority to manage and direct the business and financial affairs of the Receivership Entities and its liquidation and wind-down, including without limitation, the authority to petition for protection under the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq. (the "**Bankruptcy Code**") for the Receivership Entities and in connection therewith be and be deemed a debtor in possession for the Receivership Entities in proceedings under the Bankruptcy Code, and prosecute such adversary proceedings and other matters as may be permitted under the Code and/or applicable law.

g. The Receiver may, without seeking further authorization from this Court, file voluntary petitions for relief under title 11 of the United States Code (the "**Bankruptcy Code**") for each of the Defendants and for any entity whose membership interests are held in whole or in part by Dream Holdings. If any of Defendants, or any of the entities whose membership interests are held in whole or in part by Dream Holdings are placed in bankruptcy proceedings, the Receiver may become the management of any debtor in possession or may be appointed as the trustee of the debtor, and is thus empowered to operate each of those debtor entities as a debtor in possession. In such a situation, the Receiver shall have all of the powers and duties as provided a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity. Pursuant to Paragraph 2(e) above, the Receiver is vested with management authority for the Defendants and all entities whose membership interests are held in whole or in part by Dream Holdings and may therefore file and manage a Chapter 11 petition. *See, In re Bayou Group, LLC*, 564 F.3d 541, 548-49 (2nd Cir. 2009).

h. The Receiver shall, in his own business judgment, determine whether to file a plan for liquidation and distribution of the Property, and if the Receiver shall so determine, then in conjunction with and in consultation with, the Receivership Entities' secured and general creditors, the Receiver shall submit such a plan to this Court for approval.

i. The Receiver shall immediately implement the use of any state or federal historic tax credits (the "Tax Credits") that may be available to the Receivership Entities and take all necessary actions to preserve the value and prevent the waste of the Tax Credits.

j. The Receiver is authorized to collect all profits, rents, receivables and revenues of any nature whatsoever generated from the Property and/or the business operations of the Property and to pay all necessary expenses relating to said operations, including his fees and the fees of his attorneys, accountants and other professionals, as he deems prudent in his sole discretion, from funds in his possession, whether such funds are derived from the operation or the sale of the Property.

k. The Receiver shall have the authority without further order of this Court to maintain or purchase insurance from any agent or carrier, of any type reasonably necessary or desirable, on all the Property, subject to maintaining adequate coverage appropriately and naming appropriate loss payees as any properly perfected security interests provide within the corresponding security agreement.

l. The Receiver is authorized to establish or maintain one or more bank accounts in the Receiver's name for its operations as Receiver in this matter at any federally insured bank as reasonably needed to engage in business operations on behalf of the Property. The Receiver shall keep a true and accurate account of any and all receipts and disbursements which the Receiver shall receive or make as Receiver in the course of the operation of the Property.

m. The Receiver is hereby authorized to negotiate, enter into and execute leases of any portion or part of the premises of the Real Property at rental rates and for terms of years consistent with those that the market will bear, which he, in his business judgment concludes are in the best interest of the creditors of the Receivership Estate.

n. The Receiver is authorized to negotiate and effect an orderly sale, transfer, use or assignment of all or a portion of any of the Property in or outside of the ordinary course of business of the Receivership Entities and, from the proceeds thereof, to pay the secured and unsecured indebtedness of the Property, including the Real Property. Payments to

creditors by the Receiver shall include trade indebtedness which arises during the course of the Receiver's operation of the Property, which shall be paid first from the sale proceeds, together with the fees and expenses of the Receiver and his attorneys, accountants and other professionals. The Receiver is authorized to conduct such a sale of the Property in any manner which he, in his good faith and reasonable discretion, believes will maximize the proceeds received from the sale.

o. The Receiver is authorized to institute, prosecute, or intervene in any lawsuit or summary proceeding against any other person(s) or entity(ies) to preserve and/or maximize the value of the Property or to obtain possession of any of the Property unlawfully in the possession of third parties.

p. The Receiver is authorized but not required to defend actions against the Property or the Receivership Entities and may incur expenses to defend such actions to the extent that he believes, in his sole discretion, it will protect and preserve the Property.

q. The Receiver is authorized to perform pursuant to the terms of any existing contracts executed by the Receivership Entities in connection with the Property to the extent that the Receiver determines, in his sole discretion, that such performance will preserve and maximize the value of the Property. The Receiver may reject contracts not deemed to be in the interest of creditors of the estate, and the holder of any contract so rejected shall be allowed a claim as an unsecured creditor of the Property, said claim to be calculated consistent with the law.

r. The Receiver is authorized to employ any assistants, servants, agents, tax accountants, financial accountants, attorneys, or other persons deemed necessary or desirable to assist the Receiver in diligently executing the duties imposed upon the Receiver by this Order and pursuant to the Receivership Authorities.

s. The Receiver is authorized to repair the Property, and/or its fixtures and appurtenances as needed. Such repairs shall be made at the time and in the way that the Receiver, in his sole discretion, deems reasonable and necessary in the circumstances. Such repairs and construction include the time and expense of relocating tenants or caring for tenants while their suites are under construction.

t. Any person or entity, other than the Receiver, is barred from placing any of the Receivership Entities in bankruptcy proceedings.



3. Notwithstanding the foregoing, the Receiver and the Receivership Estate shall not be liable for the payment of taxes, assessments or utility charges pre-dating the date of this Order. Any individual or entity receiving a copy of this Order is hereby enjoined and restrained from discontinuing service to the Receiver or the Receivership Estate based upon the non-payment of such taxes or utilities prior to the date of this Order and from attempting to collect taxes and utility charges from the Receiver pre-dating the date of this Order.

4. No provision of this Order shall be deemed by any federal, state, or local governmental agency, or accrediting agency, as having triggered a substantive change of ownership or control requiring the approval of such agency; further, the actions taken by the Receiver during the course of the receivership shall not be taken into account by any such agency in any future determination of whether the Receiver is qualified to hold the stock or membership interest of, or serve in any capacity with, an institution approved or regulated by that agency.

5. The Receiver shall not be deemed, nor or at any point in the future, to exercise, or have exercised, "substantial control" as that term is defined in 20 U.S.C. § 1099c and 34 C.F.R. § 668.174, over the Receivership Entities, the Business, the Receivership Estate, or the Receivership Property based upon the Receiver's appointment by this Court or subsequent involvement in the operation and management of the Business and the Receivership Property.

6. The Receiver may obtain unsecured credit and incur unsecured debt in the ordinary course of business of this title and said unsecured debt shall be a lien shall be a charge upon all property of whatsoever kind or nature in the Receivership Estate and the lien shall extend to all proceeds of or arising from the Receivership Property or any other property in the Receivership Estate, including all after-acquired property which but for the date of the

7. If the Receiver is unable to obtain unsecured credit consistent with the terms and conditions set forth in Paragraph 8 above, this Court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt on such other terms and conditions as are equitable in the circumstances, including the granting of a lien secured by property of the Receivership Estate that is not otherwise subject to a lien or secured by a junior lien on property of the estate that is subject to a lien. The Court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if it is equitable in the circumstances and only if the holder of any lien on property receives adequate protection.

8. The reversal or modification on appeal of an authorization given to the Receiver to obtain credit or incur debt, or of a grant by this Court of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

9. The Receivership Entities and any persons, firms or entities acting under the direction of such Receivership Entities, and any third parties, persons, firms or entities, shall, upon presentation of a copy of this Order, identify the location of and deliver to the Receiver, any and all receivership property, both the Books and Records and the Property, in the possession or under the control of such parties; and all persons are enjoined and restrained: (a) from payment of any amounts owing to the Receivership Entities relating to the Property to



anyone other than the Receiver; and (b) from in any way disturbing or interfering with the collection, management or sale of any of the Property.

10. All creditors, claimants, bodies politic, parties in interest, and their respective attorneys, servants, agents, and employees, and all other persons, firms, and corporations be, and they hereby are, jointly and severally, enjoined and stayed from commencing or continuing any action at law or suit or proceeding in equity to foreclose any lien or enforce any claim against the Property, or its Books and Records or Property, or against the Receiver, in any court. The parties are further stayed from executing or issuing or causing the execution or issuance out of any court of any writ, process, summons, attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with, or enforcing any claim or lien upon the Property owned by or in the possession of the Receivership Entities, or the Receiver, and from doing any act or thing whatsoever to interfere with the Receiver in the discharge of his duties in this proceedings or with the exclusive jurisdiction of this Court over the Property, its Books and Records and Property and the said Receiver.

11. Parties in this case and their respective attorneys, servants, agents, and employees, and all other persons, firms, and corporations be, and they hereby are, jointly and severally, enjoined and stayed from commencing any action at law or suit or proceeding in equity in any court or to prosecute any claim, or to execute or issue or cause the execution or issuance out of any court of any writ, process, summons, attachment or subpoena, against Mark E. Dottore, the individual, or any entities in which he holds an interest, without first obtaining permission of this appointing Court. Such a lawsuit may be used to intimidate the Receiver and therefore interfere with the discharge of his duties in this proceeding. Upon a request to sue Mark E. Dottore, the individual, or an entities in which he holds an interest, by any party, the Court will undertake a

review of the facts and circumstances, and upon notice and hearing, determine whether the suit is meritorious or interposed for the purpose of harassment of the Receiver.

12. The Receivership Entities and its agents and employees, and any other party, shall turn over to the Receiver, as soon as possible or within three (3) days from the date of this Order, any and all Books and Records.

13. The Receivership Entities and its agents and employees, and any other party, shall turn over to the Receiver, as soon as possible or within three (3) days from the date of this Order, all sums in existence on the date hereof that are related or pertain to, or derived from the Property, including, but not limited to (a) all cash on hand; (b) all cash equivalents and negotiable instruments (such as checks, notes, drafts or other related documents or instruments); and (c) all sums held in accounts in any financial institutions, including but not limited to, all sums of any kind relating to the use, enjoyment, possession, improvement or occupancy of all or any portion of the Property.

14. Except as directed by the Receiver, the Receivership Entities, its affiliates, agents, officers, directors, shareholders, members, employees, representatives or creditors, and all other persons or entities, are hereby prohibited from taking any act for or on behalf of the Receivership Entities, interfering in any way with the acts of the Receiver, and from in any way, manner or means wasting, disposing of, transferring, selling, assigning, pledging, canceling, concealing, interfering with, or hypothecating any of the Books and Records or the Property. Upon the request of the Receiver, the foregoing persons and entities shall cooperate and affirmatively assist the Receiver in making available to the Receiver or his agents, the Books and Records and the Property. Nothing in this paragraph shall be construed to require a waiver of any attorney-client privilege.

15. The Receiver, and his agents, including his attorneys and any accountants or other professionals that are appointed by the Court, shall be entitled to reasonable compensation for services rendered and reimbursement for expenses incurred which are (a) related to the Receiver's duties, rights, and obligations under this order or any future orders of the Court and applicable law; (b) related to the administration, management, protection or liquidation of the Property; or (c) related to the defense or prosecution of any claim or suit brought by or against the Receiver or by the Receiver against any person or entities. Such compensation of the Receiver and his agents, his counsel and his accountants shall be paid consistent with the Receivership Authorities, Paragraphs 16 through 19 of this Order Appointing Receiver and awarded from the Receivership Estate. As and for the payment of the Receiver's fees and expenses and the fees and expenses of his attorneys, accountants and other professionals, the Receiver is hereby granted a lien upon all of the Assets in the Receivership Estate, which lien shall be a charge upon all property of whatsoever kind or nature in the Receivership Estate and the lien shall extend to all proceeds of or arising from the Assets or other property in the Receivership Estate, including all after-acquired property which but for the date of the acquisition would have been an Asset of the Receivership Estate. If the Receivership Estate does not have funds to pay the fees and expenses of the Receiver and his attorneys, accountants and other professionals, those fees will be assessed as costs of this case.

16. The Receiver shall be compensated at his normal hourly billing rate, which is the rate he charges in cases of like kind and complexity. At this time, the Receiver's billing rate is \$400.00 per hour plus reimbursement for all reasonable and necessary out of pocket costs and expenses.

17. From time to time, the Receiver utilizes the assistance and expertise of persons on the payroll of his companies. These individuals are billed hourly as follows: administrative personnel (\$125.00); Thomas Dottore (\$300.00) and Charles Dottore (\$300.00). If the services of others are required, they will be billed at an hourly rate consistent with or below the rates charged by others in this community with similar skills and ability, as is true with all hourly rates charged under this Order.

18. Routine accounting services are included in the rates charged by the Receiver. Routine accounting services include bookkeeping, bank account review and reconciliation, and the filing of periodic reports required by this Order and under the Receivership Authorities. The filing of tax returns, other governmental reporting requirements, assistance to any governmental law enforcement agency, and other non-bookkeeping accounting functions will be charged at ordinary, hourly rates. The Receiver will utilize the services of Mr. David S. Linscott, CPA, CIRA, at the rate of \$325.00 per hour.

19. The Receiver and his attorneys, accountants, or other professionals hired by him, may, at the Receiver's option, file with this Court monthly applications (or less frequent, if he deems appropriate), for payment of fees and expenses incurred in the conduct of this Receivership Estate, and each such application shall be served via U.S. Mail upon the Plaintiff, the Defendants, and other interested parties who have requested that such applications be served upon them. The Receiver shall be authorized to pay the fees and expenses requested by the Receiver or his attorneys, accountants or other professionals in any such application after ten (10) days have expired after service has been effected, without further order of this Court. If any party or person shall file an objection to the fees and expenses of the Receiver, or of his attorneys, accountants or other professionals, the Court shall consider the objection in the

ordinary course. Pending consideration of the objection, the Receiver shall be authorized to pay any portion of the fees and expenses not subject to the objection.

20. The Receiver shall have full and unrestricted access to all of the Property, and the Receivership Entities and its officers, directors, shareholders, employees and agents, and any other party, are directed to take all steps necessary to give the Receiver access to the premises and to give the Receiver all keys to the facilities.

21. Nothing in this Order shall be read or interpreted as requiring Plaintiff to continue to extend credit to the Receivership Entities and Plaintiff shall continue to have all rights and remedies to which it is entitled under its agreements with Defendants and pursuant to the Receivership Authorities and subject to the terms of this Order.

22. The Receiver may, from time to time, make payments to creditors on account of pre-receivership claims, especially secured creditors, according to their interests as they may appear. The Receiver, in his sole discretion, shall determine when or if it is appropriate to make payments to creditors, if any. All payments made prior to the conclusion of the Receivership shall be made after application to the Court and pursuant to Court Order.

23. The Receiver shall, under his authority to operate and manage the businesses of the Receivership Entities, operate and manage such businesses in compliance with applicable statutes. Nothing in this Order shall be read or interpreted, however, to abrogate the Receiver's immunities from personal liability for conduct related to his receivership duties.

24. The Bond of the Receiver is set at \$100.00.

25. The Court retains jurisdiction with respect to any matters addressed in this Order, including without limitation any and all matters relating to or affecting the Receivership Estate,

the Property, the Receiver and the scope of authority granted the Receiver hereunder. The terms of this Order shall continue in full force and effect unless and until further order of this Court.

[signature page to follow]

IT IS SO ORDERED this 18<sup>th</sup> day of JANUARY, 2019.

Christopher A. Boyko

U.S. DISTRICT JUDGE

FOR JUDGE DAN A. POLSTER

## CIVIL COVER SHEET

County in which action arose:

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

David Michael Powell, 3377 Ellis Park Drive Burton Michigan 48519  
810-814-2055

(b) County of Residence of First Listed Plaintiff Genesee  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

**DEFENDANTS**

Argosy University, Dream Center Education Holdings, Dottore Companies LLC.,  
and the U.S. Department of Education

County of Residence of First Listed Defendant ?  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- |                                       |  |   |   |
|---------------------------------------|--|---|---|
| PTF                                   | DEF  |   |   |
| <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1                                       | Citizen of This State                   | Incorporated or Principal Place of Business In This State     |
| <input type="checkbox"/> 2            | <input type="checkbox"/> 2                                       | Citizen of Another State                | Incorporated and Principal Place of Business In Another State |
| <input type="checkbox"/> 3            | <input type="checkbox"/> 3                                       | Citizen or Subject of a Foreign Country | Foreign Nation  |
|                                       | PTF DEF  |   |   |
|                                       | <input type="checkbox"/> 4 <input type="checkbox"/> 4            |   |   |
|                                       | <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 |   |   |
|                                       | <input type="checkbox"/> 6 <input type="checkbox"/> 6            |   |   |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Overpayment of Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

190, 60, 152, 190, 195, 360, 448, 450, The Revised Model of Business Act, 48 CFR 31.303 a, b 48 CFR 1.101 48 CFR 4 Subpart 4.5, 4.6, 4.8.

Brief description of cause:

Breach of Educational Contract with Higher Education Provider

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$  
UNDER RULE 23, F.R.Cv.P.

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

04/25/2019  
FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD



RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

1. Is this a case that has been previously dismissed?

☐ Yes  
☐ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes  
☐ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Notes :

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